

SW-000892

- 100 -

Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Settling Defendants shall also make available to EPA and the Commonwealth, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

118. a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the Commonwealth, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a description of the contents of the document, record, or information; and (vi) the

SMW00973

SW-000893

- 101 -

privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

119. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXVI. RETENTION OF RECORDS

120. Until ten (10) years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 61.c. of Section XV (Certification of Completion of the Work), each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary. Until ten (10) years after the Settling Defendants' receipt of EPA's notification pursuant to Paragraph 61.c. of Section XV (Certification of Completion), Settling Defendants shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature, or description relating to the performance of the Work.

121. At the conclusion of this document retention period, Settling Defendants shall notify the United States and the Commonwealth at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by the United States or the Commonwealth, Settling Defendants shall deliver any such records or documents to EPA or the Commonwealth.

SMW00974

- 102 -

If the United States has not responded to Settling Defendants' notice prior to the time Settling Defendants intend to destroy the records or documents, Settling Defendants shall deliver all such records and documents to EPA no earlier than ten (10) days after providing an additional written notice that such records and documents will be delivered, unless EPA provides otherwise after receiving such notice. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a description of the subject of the document, record, or information; and (vi) the privilege asserted by Settling Defendants. However, no documents, reports, or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

122. Each Settling Party hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the Commonwealth or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

SW-000895

- 103 -

XXVII. NOTICES AND SUBMISSIONS

123. Whenever, under the terms of this Consent Decree, written notice is required to be given or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, Settling Federal Agencies, the Commonwealth, and the Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044
Re: DOJ # 90-11-3-1731-DOJ

and

Joan A. Johnson
Assistant Regional Counsel (3RC41)
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

As to the Settling Federal Agencies

Chief, Environmental Defense Section
United States Department of Justice

SMW00976

SW-000896

- 104 -

Environment and Natural Resource Division
P.O. Box 23986
Washington, D.C. 20026-3986
re: DJ# 90-11-6-80

As to EPA:

Linda Dietz (3HW21)
EPA Project Coordinator
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

As to the Commonwealth:

April Flipse
PADEP Project Coordinator
PADEP - Southeast Region
Lee Park, Suite 6010, 555 North Lane
Conshohocken, PA 19428

As to the Settling Defendants:

[Name]
Settling Defendants' Project Coordinator
[Address]

XXVIII. EFFECTIVE DATE

124. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XXIX. RETENTION OF JURISDICTION

125. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any

SMW00977

- 105 -

time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to resolve disputes in accordance with Section XX (Dispute Resolution) hereof. This Court also retains jurisdiction over the agreement between the Settling Performing Defendants and the Settling Partial Cash-Out Defendants; however that agreement shall not be construed to affect the obligations of the Settling Defendants as set forth in this Consent Decree nor the rights of the United States in enforcing the terms of this Consent Decree, and in the event of any conflict, the terms of this Consent Decree shall prevail.

XXX. APPENDICES

126. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the ROD.

"Appendix B" is the complete list of Settling Defendants.

"Appendix B-1 is a list of Settling Performing Defendants.

"Appendix B-2 is a list of Settling Partial Cash-Out Defendants.

"Appendix C" is the list of Settling Federal Agencies.

"Appendix D" is the "Qualified Settlement Fund".

"Appendix E" is the Malvern TCE Superfund Site Administrative Order on Consent for De

Minimis Settlement, U.S. EPA Docket No. III-98-074-DC.

"Appendix F" is the Procedure and Payment Schedule Regarding the Determination Under Paragraph 109(c) that the Volume of Hazardous Substances Attributable to the United States Exceeds the Amount Agreed to by the Settling Parties.

SW-000898

- 106 -

XXXI. COMMUNITY RELATIONS

127. Settling Defendants shall propose to EPA and the Commonwealth their participation in the community relations plan to be developed by EPA. EPA will determine the appropriate role for the Settling Defendants under the Plan. Settling Defendants shall also cooperate with EPA and the Commonwealth in providing information regarding the Work to the public. As requested by EPA or the Commonwealth, Settling Defendants shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA or the Commonwealth to explain activities at or relating to the Site.

XXXII. MODIFICATION

128. Schedules specified in this Consent Decree for completion of the Work may be modified by agreement of the EPA Project Coordinator in consultation with the PADEP Project Coordinator and the Settling Defendants. All such modifications shall be made in writing.

129. Except as otherwise provided in this Paragraph, no modifications shall be made to provisions of this Consent Decree without written notification to and written approval of the United States in consultation with the Commonwealth, Settling Defendants, and the Court. Prior to providing its approval to any modification to the provisions of this Consent Decree, the United States will provide the Commonwealth with a reasonable opportunity to review and comment on the proposed modification. Modifications to the Remedial Design Work Plan, Remedial Action Work Plan, and any other plan approved by EPA under this Consent Decree that do not materially alter the requirements of those documents may be made by written agreement between the EPA Project Coordinator, after providing the Commonwealth with a reasonable opportunity to review and comment on the proposed modification, and the Settling Defendants.

SMW00979

SW-000899

- 108 -

notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

134. Each Settling Defendant shall identify, on the attached signature page, the name, address, and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

XXXV. RELATIONSHIP BETWEEN CONSENT ORDER AND CONSENT DECREE

135. The United States and the Settling Defendants have agreed that certain portions of the Work shall commence in accordance with Administrative Order on Consent, EPA Docket No. III-99-018-DC ("Consent Order"), prior to the effective date of this Consent Decree. Upon the effective date of this Consent Decree, and as set forth in Section III of the Consent Order, the Consent Order shall terminate. It is agreed by the Parties, that upon termination of the Consent Order due to entry of this Consent Decree, performance of work commenced under the Consent Order shall continue under this Consent Decree in accordance with the EPA-approved schedules and requirements developed under the Consent Order. To the extent that Settling Defendants have fulfilled obligations under the Consent Order that are also required by this Consent Decree, Settling Defendants shall also be deemed to have fulfilled such obligations under this Consent Decree.

SMW00981

SW-000900

- 109 -

SO ORDERED THIS ____ DAY OF ____, 19__.

United States District Judge

SMW00982

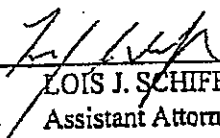
SW-000901

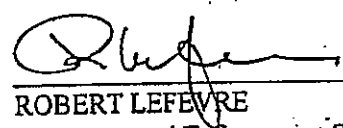
- 110 -


THE UNDERSIGNED PARTIES enter into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.


FOR THE UNITED STATES OF AMERICA

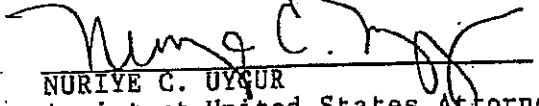
Date: 8/19/99


LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530


ROBERT LEFEVRE
Environmental Enforcement Section
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

for 
MICHAEL R. STILES
United States Attorney

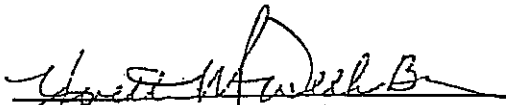

JAMES G. SHEEHAN
Chief, Civil Division


NURIYE C. UYGUN
Assistant United States Attorney
Eastern District of Pennsylvania
U.S. Department of Justice
615 Chestnut Street
Philadelphia, PA 19106

SMW00983

SW-000902

- 110 -



YVETTE M. WILKERSON-BARRON

Environmental Defense Section

Environment and Natural Resources Division

U.S. Department of Justice


P.O. Box 23986

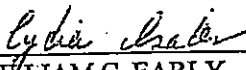
Washington, D.C. 20026-3986


SMW00984

SW-000903

- 112 -


6 W. MICHAEL McCABE
Regional Administrator
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103-2029


WILLIAM C. EARLY
Acting Regional Counsel
U.S. Environmental Protection Agency,
Region III
1650 Arch Street
Philadelphia, PA 19103-2029


JOAN A. JOHNSON
Assistant Regional Counsel
U.S. Environmental Protection Agency,
Region III
1650 Arch Street
Philadelphia, PA 19103-2029

SMW00985


SW-000904

- 113 -

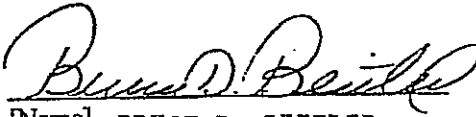
United States v. Settling Defendants
Consent Decree Signature Page

FOR THE COMMONWEALTH OF PENNSYLVANIA

Date: 6/21/99


MARGARET O. MURPHY
Assistant Counsel
Office of Chief Counsel
PADEP - Southeast Region
Lee Park, Suite 6015, 555 North Lane
Conshohocken, PA 19428

Date: 6/21/99


[Name] BRUCE D. BEITLER
[Title] Regional Manager, Environmental Cleanup Pro.
[Address] PADEP - Southeast Region
Lee Park, Suite 6010, 555 North Lane
Conshohocken, PA 19428

SMW00986

SW-000905

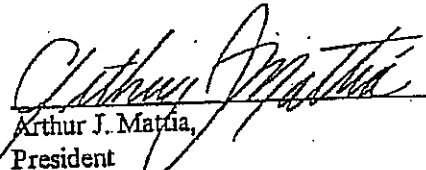
THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR ACTION MANUFACTURING COMPANY, INC., a Delaware
Corporation, for itself and on behalf of its predecessors: Action Manufacturing
Company, Inc., a Pennsylvania Corporation, AMRAM, Inc., AMCOM, Inc. and
Harry and Martha Stern

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Action Manufacturing Company
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: June 10, 1999


Arthur J. Mattia,
President
100 East Erie Avenue
Philadelphia, PA 19134

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ballard Spahr Andrews & Ingersoll, LLP
Title: Attorneys for Action Manufacturing Company, Inc.
Attention: Robert B. McKinstry, Jr., Esquire
Harry R. Weiss, Esquire
Address: 1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Tel. Number: 215-864-8208

SW-000906

96

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Alcoa Inc. COMPANY, INC. */
(fka Aluminum Company of America)

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Aluminum Company of America
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99

Ralph W. Waechter
[Name -- Please Type] Ralph W. Waechter
[Title -- Please Type] Senior Counsel
[Address -- Please Type] Alcoa Corporate Center
201 Isabella Street
Pittsburgh, PA 15212-5858

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David G. Hetzel, Esq.
Title: Counsel, LeBoeuf, Lamb, Greene & MacRae, L.L.P.
Address: One Gateway Center, 420 Fort Duquesne Blvd., Suite 160
Tel. Number: (412) 594-2300 Pittsburgh, PA 15222-1437
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW00988

SW-000907

- 114 -


THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Armstrong World Industries, Inc. ~~XXXXXXXXXXXX~~

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Armstrong Cork Company
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: June 15, 1999


[Name -- Please Type] H. C. Goff
[Title -- Please Type] Senior Vice President, Operations,
[Address -- Please Type] Floor Products Operations
Armstrong World Industries, Inc.
2500 Columbia Avenue, Lancaster, PA 17603

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Deborah K. Owen
Title: Senior Vice President, Secretary and General Counsel
Address: Armstrong World Industries, Inc., 2500 Columbia Ave., Lancaster PA 1760
Tel. Number: (717) 396-3586
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW00962

SW-000908

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

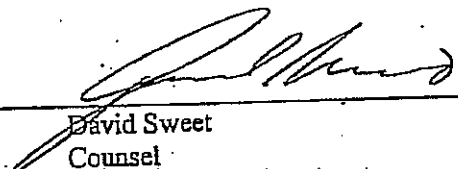
FOR L-3 COMMUNICATIONS AYDIN CORPORATION

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Aydin Corporation

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: JUNE 17, 1999


David Sweet
Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David Sweet, Esq.; Payne & Fears, LLP
Title: Counsel
Address: 4 Park Plaza, Suite 1100, Irvine CA 92614
Tel. Number: (949) 851-1100
[Please Type above information]

SMW00990

SW-000909


THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Barker Pipe Fittings ~~COMPANY, INC. */~~

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Pentflex Inc
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99


[Name - Please Type] Nathaniel S. Barker
[Title - Please Type] Vice President
[Address - Please Type] Barker Pipe Fittings Co
271 Lancaster Ave
Frazer, PA 19355

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Nathaniel Barker
Title: V.P.
Address: Barker Pipe Fittings Co, 271 Lancaster Ave, Frazer PA 19355
Tel. Number: 610-296-7070
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW00991

SW-000910

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

BECKETT CORPORATION,
A NEW JERSEY CORPORATION*/
BY:

Date: June 14, 1999

William Flisher C.O.O.
William Flisher, Chief Operating Officer
101 Commerce Drive
Moorestown, New Jersey 08057

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Farer Fersko, a Professional Association
Title: Attn: David B. Farer, Esq.
Address: 600 South Avenue, P.O. Box 580, Westfield, NJ 07091
Tel. Number: (908) 789-8550

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW00992

SW-000911

96

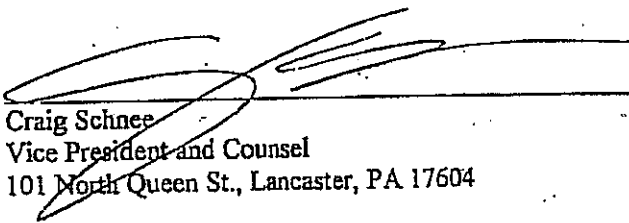
THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Bulova Technologies LLC */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Hamilton Technology, Inc.
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99


Craig Schnee
Vice President and Counsel
101 North Queen St., Lancaster, PA 17604

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: G. Lee Tannehill
Title: Vice President, International
Address: 101 North Queen Street, Lancaster, PA 17604
Tel. Number: (717) 299-2581
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW00993

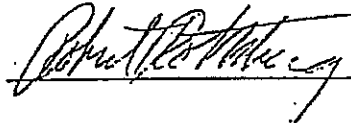
SW-000912

THE UNDERSIGNED PARTY enters into this
Consent Decree in the matter of
United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site

For: THE CABOT GROUPING
(Kawecki Berylco, Cabot Berylco,
Cabot, Cabot Wrought Products)

Date: June 15, 1999

BY:



NAME: Robert Rothberg

TITLE: Vice President and General Counsel

ADDRESS: 75 State St., Boston, MA 02109

Agent Authorized to Accept Service on behalf of Above-signed Party.

Paul C. Nightingale, Esquire
Cabot Corporation
75 State Street
Boston, MA 02109-1806.
617-342-6110

SMW00994

SW-000913

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR CHEMETALL FOOTE CORP.

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Cyprus Foote Mineral Co.
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/15/99

D. J. Seaman
Name: P. J. Seaman
Title: Vice President - Operations
Address: Chemetall Foote Corporation
348 Holiday Inn Drive
Kings Mountain, NC 28086

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation System
Title: _____
Address: 1635 Market St., Philadelphia, PA 19103
Tel. Number: 215-563-7750

SMW00995

SW-000914

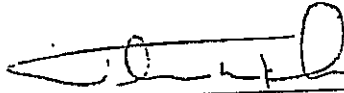
-114-

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Delbar Products, Inc.

This corresponds to the following entity identified by EPA as contributing substances to the Site:
Delbar Products, Inc.

Date: 6/11/99


Name Thomas M. Karabinos
Title President and Treasurer
Address Delbar Products, Inc.
7th & Spruce Sts.
Perkasie, PA 18944

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Craig W. Benfield
Title: Environmental/Safety Compliance Engineer
Address: Delbar Products, Inc., 7th & Spruce Sts., Perkasie, PA 18944
Tel. Number: 215-257-6892

SMW00996

SW-000915

08/25/1999 17:05 6104306948

ELDREDGE INC

PAGE 02/02

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR ELDREDGE, INC COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 8/25/99
ROBERT C. ELDREDGE, PRESIDENT
ELDREDGE, INC.
898 FERN HILL RD
WEST CHESTER, PA 19380 *Robert C. Eldredge*
[Name -- Please Type]
[Title -- Please Type]
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____
Title: _____
Address: _____
Tel. Number: _____
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW00997

SW-000916

THE UNDERSIGNED PARTY enters
into this Consent Decree in the matter of
United States v. Settling Defendants,
relating to the Malvern TCE Superfund Site

FOR: Fischer & Porter Company, on behalf of itself
and its subsidiaries, including the following
entity on the U.S. Environmental Protection
Agency's November 30, 1998 Final
Volumetric Ranking Summary for the
Malvern TCE Superfund Site: Fischer &
Porter Co./Andrews Glass

Date: 6/14/99

By: 

Hadi Amari
Chief Operating Officer
Fischer & Porter Company
125 East County Line Road
Warminster, PA 18974

Agent authorized to Accept Service on Behalf of Above-Signed Party:

Name: William H. Gross
Address: Fischer & Porter Company
125 East County Line Road
Warminster, PA 18974
Telephone Number: 215-674-6789

JLK\DM5271837.1

SMW00998

SW-000917

96

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR RCA CORPORATION

Date: 6/13/99



David W. Thompson
Manager, Mid-Atlantic/Southeast Region
Environmental Remediation Program
General Electric Company
Corporate Environmental Programs
640 Freedom Business Center
King of Prussia, PA 19406

SMW00999

SW-000918

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR General Motors Corporation COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

General Motors Corporation
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/10/99

Don A. Seligman

[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: General Motors Corporation

Title: Service of Process

Address: 3031 W. Gd. Blvd. MC: 482-207-722 Detroit, MI 48202

Tel. Number: 313/974-1822

[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW01000

SW-000919

- 115 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR HAMILTON PRECISION METALS COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

HAMILTON PRECISION METALS, INC.
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99

LARRY D. HUDSON
PRESIDENT
HAMILTON PRECISION METALS, INC.
1780 ROHRERSTOWN ROAD
LANCASTER, PA. 17601
[Name -- Please Type]
[Title -- Please Type]
[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

RICHARD G. BERNET

Name: KATY INDUSTRIES, INC.

Title: ASSOCIATE GENERAL COUNSEL

Address: 6300 S. SYRACUSE AVE, SUITE 300

Tel. Number: ENGLEWOOD, CO. 80111 (303) 290-9300

[Please Type above information]

Larry D. Hudson

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01001

SW-000920

KH

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Henry E. Howard COMPANY, INC. */

Date: June 16, 1999

David L. Kelly

[Name -- Please Type]

[Title -- Please Type]

[Address -- Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: David L. Kelly

[Please Type]

Title: Director, Corporate E H & S Office

Address: 231 Ferris Avenue, East Providence, RI 02916

Tel. Number: 401-434-5445 ext. 325

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SW-000921

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR HERCULES INCORPORATED COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

** Electronic Display Systems, Inc.
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99

Marshall W. Jones
[Name - Please Type]

Marshall W. Jones

[Title - Please Type]

Acting Vice President of

[Address - Please Type]

Safety, Health, Environment
and Regulatory Affairs,
Hercules Incorporated

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Richard Dahlen

Title: General Counsel

Address: 1313 N. Market Street, Wilmington, DE 19894

Tel. Number: (302) 594-5015

[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

**/ This corporation was subsequently renamed "Hercules Aerospace Display Systems, Inc." and "B.F. Goodrich Aerospace Display Systems, Inc."

SMW01003

SW-000922

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Kim Manufacturing COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Kim Manufacturing Company
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99

Thomas D. Kieley, Jr.
[Name -- Please Type]

President
[Title -- Please Type]

P.O. Box 405
[Address -- Please Type] Downingtown, PA 19335-0405

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Susan P. LeGros Esquire

Title: Attorney for Kim Manufacturing Company

Address: 1000 Westlakes Drive Ste. 275, Berwyn PA 19312

Tel. Number: 610-640-7350

[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SW-000922

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Kim Manufacturing COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Kim Manufacturing Company
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99

Thomas J. Kidy, Jr.

[Name - Please Type] Thomas J. Kidy, Jr.

[Title - Please Type] President

[Address - Please Type] P.O. Box 405

Downingtown, PA 19335-0405

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Susan P. LeGros Esquire

Title: Attorney for Kim Manufacturing Company

Address: 1000 West Lakes Drive Ste. 275, Berwyn PA 19312

Tel. Number: 610-640-7350

[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SW-000923

97

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.


FOR LaFRANCE CORPORATION

This corresponds to the following entity identified by EPA as contributing substances to the Site:

LaFRANCE CORPORATION
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date:

6/7/99



GEORGE F. BARRAR, President
LaFrance Corporation
One LaFrance Way
Concordville, PA 19331

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Mr. George F. Barrar
Title: President, LaFrance Corporation
Address: One LaFrance Way, Concordville, PA 19331
Tel. Number: (610) 361-4300

*/ A separate signature page must be signed by each corporation, individual or other legal entity
that is settling with the United States.

SMW01005

SW-000924

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR: Lucent Technologies Inc., for itself and on behalf of its
predecessor, AT&T */

This corresponds to the following entity identified by EPA as contributing substances to
the Site:

Western Electric Company
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: June 15, 1999

[Signature]
Rick Bennett
Global Environmental, Health & Safety
Vice President
Lucent Technologies, Inc
475 South Street, Room 2S031
Morristown, NJ 07960

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ralph L. McMurry
Title: Managing Corporate Counsel
Address: Lucent Technologies, Inc
475 South Street, Room 2S032
Morristown, NJ 07960
Tel. Number: 973-606-4096

*/ A separate signature page must be signed by each corporation, individual or other
legal entity that is settling with the United States.

SMW01006

SW-000925

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Moore Products COMPANY, INC.

This corresponds to the following entity identified by EPA as contributing substances to
the Site:

Moore Products

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/16/99

R. E. Wesenmiller
[Name - Please Type]

[Title - Please Type]

[Address - Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Andrew P. Foster

Title: Counsel

Address: Drinker Biddle & Reath, 1345 Chestnut Street, Phila. PA 19107-34

Tel. Number: (215) 988-2700

[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or
other legal entity that is settling with the United States.

SMW01007

SW-000926

06/14/99 14:17 FAX 2124482990

THE MORNING CALL
TIMES MIRROR

0007 0002

96


THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR: THE MORNING CALL, INC.

This corresponds to the following entity identified by EPA as contributing substances to the Site:

The Morning Call
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: June 14, 1999


Jonathan Best
Vice President and Chief Financial Officer
101 North Sixth Street, Allentown, Pa 18101

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: James Imbriaco
Title: Deputy General Counsel
Address: Times Mirror, Two Park Avenue, New York, NY 10016
Tel. Number: 212-448-2990

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW01008

SW-000927

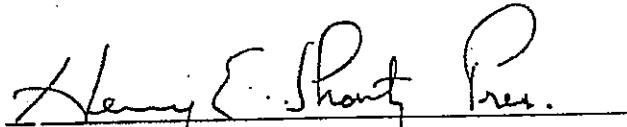
THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR NW CONTROLS ~~COMPANY~~, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

NW CONTROLS, INC.
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/14/99


[Name -- Please Type] HENRY E. SHONTZ
[Title -- Please Type] PRESIDENT
[Address -- Please Type] P.O. BOX 325
HARLEYSVILLE, PA 19438

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: DUANE MORRIS & HECKSCHER LLP
Title: SETH v.d H. COOLEY
Address: ONE LIBERTY PLACE
Tel. Number: (215) 979-1000
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01009

SW-000928

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

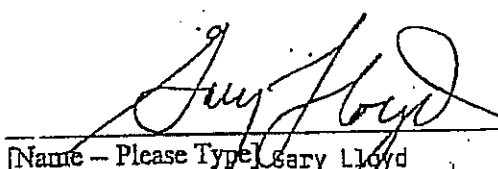
FOR PLYMOUTH TUBE COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Plymouth Tube Co.

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: June 14, 1999


[Name - Please Type] Gary Lloyd
[Title - Please Type] Executive Vice-President
[Address - Please Type] Plymouth Tube Co.
29 W 150 Warrenville Road
Post Office Box 45
Warrenville, IL 60555

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Steven J. Lemon
Title: Attorney, Jones & Lemon
Address: 28 North Bennett St., P.O. Box 805, Geneva, IL 60134
Tel. Number: (630) 208-0805
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01010

SW-000929

96


THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR PORTER INSTRUMENT COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

PORTER INSTRUMENT CO., INC.
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/16/99


[Name -- Please Type] GARY K. PORTER
[Title -- Please Type] PRESIDENT
[Address -- Please Type] PO BOX 907
Hatfield, PA 19440-0907

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: GARY K. PORTER
Title: President
Address: PO Box 907, Hatfield, 19440-0907
Tel. Number: 215-723-4000
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW01011

SW-000930

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR PP&L, Inc.

~~COMPANY, INC.~~

This corresponds to the following entity identified by EPA as contributing substances to the Site:
PP&L Northern Division Service Center

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/16/99

Lynn I. Ratzell
[Name - Please Type] Lynn I. Ratzell
[Title - Please Type] Manager-Environmental Management
PP&L, Inc.
[Address - Please Type] Two North Ninth Street
Allentown, PA 18101

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Arundhati Khanwalkar, Esquire
Title: Counsel
Address: PP&L, Inc., Two North Ninth Street, Allentown, PA 1810
Tel. Number: 610/774-4452
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal
entity that is settling with the United States.

SMW01012

SW-000931

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

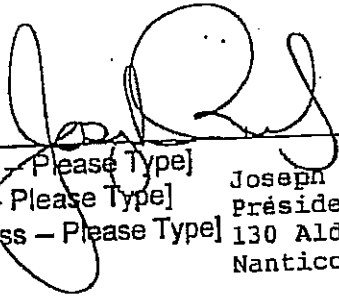
FOR REILLY PLATING COMPANY, INC.

*/

This corresponds to the following entity identified by EPA as contributing substances to
the Site:

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6-17-99


[Name - Please Type] Joseph Reilly
[Title - Please Type] President
[Address - Please Type] 130 Alden Road
Nanticoke, Pa 18634

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Andrew P. Foster
Title: _____
Address: One Logan Square, 18th & Cherry Streets, Phila., PA 19103
Tel. Number: (215) 988-2512
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or
other legal entity that is settling with the United States.

SMW01013

SW-000932

- 114 -

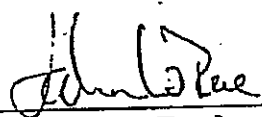
THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR J. W. Rex Company COMPANY, INC. */
(Rex Heat Treat - Lansdale, Inc.)

This corresponds to the following entity identified by EPA as contributing substances to the Site:

J. W. Rex Company
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/15/99


[Name - Please Type] John W. Rex
[Title - Please Type] President
[Address - Please Type] P. O. Box 270
Lansdale, PA 19446

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: _____
Title: _____
Address: _____
Tel. Number: _____
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01014

SW-000933

THE UNDERSIGNED PARTY enters into this Consent Decree in the
Matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.


FOR SUNROC CORPORATION

This corresponds to the following entity identified by EPA as contributing substances to the Site:

SUNROC CORPORATION

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: June 15, 1999


[Name - Mark Whitaker]
[Title - Chief Financial Officer]
[Address - Sunroc Corporation
60 Starlifter Avenue
Kent County Aero Park
Dover, DE 19901]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Ralph A. Jacobs, Esquire
Title: Attorney
Address: Hoyle, Morris & Kerr LLP
One Liberty Place
1650 Market Street
Suite 4900
Philadelphia, PA 19103
Tel. Number: 215-981-5808
215-981-5959 (fax)
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individually or other legal entity that is settling with the United States.

SMW01015

SW-000934

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Syntex (U.S.A.) Inc.

Date: June 15, 1999 By: Nancy M. Cohen
Nancy Cohen
Vice President, Legal Affairs
Syntex (U.S.A.) Inc.
3401 Hillview Avenue
Palo Alto, California 94304

This corresponds to the following entities identified on EPA's November 30, 1998 Volumetric
Ranking Summary as contributing substances to the Site:

Syntex Dental Products, Star Dental Corporation, and A.S. Koch Corporation

Agent authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation System
Address: Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

155728.01 PA (JC5501LDOC)
06/14/99 5:22 PM

SMW01016

SW-000935

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Unisys Corporation
(for Burroughs Corporation) COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Unisys Corporation for Burroughs Corporation
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date:

6/14/99



Gregory Fischer (T.) - Vice President Facilities

[Name -- Please Type] and Asset Management

[Title -- Please Type]

[Address -- Please Type] Unisys Corporation
Township and Union Meeting Rds.
M/S A2-19
Blue Bell, PA 19424-0001

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: CT Corporation (Corp. Trust Center)

Title: _____

Address: 1209 Orange Street, Wilmington Del. 19801

Tel. Number: 302-658-7581

[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01017

SW-000936

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.


FOR USG Interiors, COMPANY, INC. */

This corresponds to the following entity identified by EPA as contributing substances to the Site:

USG Grouping

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: June 9, 1999 *


[Name - Please Type] P. J. O'Bryan, President
[Title - Please Type] and Chief Operating Officer
[Address - Please Type] for USG Corporation
125 South Franklin Street
Chicago, IL 60606

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Kim Holleander
~~For~~ Manta & Welge, Attorneys at Law
Address: 2000 Market Street, 6th Floor
Philadelphia, PA 19103
Tel. Number: 215-851-6600
[Please Type above information]

Virginia Yang
USG Corporation - #149
125 S. Franklin Street
Chicago, IL 60606
312-606-3916

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01018

SW-000937

- 114 -

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.

FOR Vishay Instruments, Inc. COMPANY, INC. */
Vishay Resistive Systems, Inc.
as divisions of Vishay Intertechnology, Inc.
and Vishay Intertechnology, Inc., as the parent corporation

This corresponds to the following entity identified by EPA as contributing substances to the Site:

Vishay Resistive Systems.
(Specify entity identified on EPA's Volumetric Ranking Summary)

Date: 6/16/99

Jean H. McCreary
[Name - Please Type] Jean H. McCreary, Esq.
[Title - Please Type] Counsel Authorized to Settle
[Address - Please Type] P.O. Box 1051, Suite 1300 Clinton Sq.
Rochester, New York 14604
716-263-1000

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: same as above
Title: _____
Address: _____
Tel. Number: _____
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01019

SW-000938

THE UNDERSIGNED PARTY enters into this Consent Decree in the
matter of United States v. Settling Defendants, relating
to the Malvern TCE Superfund Site.


FOR VIZ LIQUIDATION TRUST ~~COMPANY INC.~~

This corresponds to the following entity identified by EPA as contributing substances to the Site:

VIZ MANUFACTURING COMPANY

(Specify entity identified on EPA's Volumetric Ranking Summary)

Date:	<u>JUNE 14, 1999</u>	<u>V. Scott Zelov</u>
	[Name -- Please Type]	Trustee
	[Title -- Please Type]	
	[Address -- Please Type]	335 E. Price Street
		Philadelphia, PA 19144

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: V. Scott Zelov
Title: Trustee
Address: 335 E. Price Street, Philadelphia, PA 19144
Tel Number: (215) 844-2627
[Please Type above information]

*/ A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

SMW01020

EXHIBIT “B”

"Appendix B-1"

Settling Performing Defendants

**The Entities Shown In Parentheses Are Listed On The Volumetric Ranking Summary
Dated November 30, 1998**

Action Manufacturing Company
Alcoa Inc. fka Aluminum Company of
America
Armstrong World Industries, Inc.
(Armstrong Cork Company)
Barker Pipe Fittings Co. (Penflex, Inc.)
Beckett Corporation
Bulova Technologies LLC
(Hamilton Technology, Inc.)
Fischer & Porter Company
(Fischer & Porter Co.; Andrews
Glass Company, Inc.)
General Electric Company
(RCA Corporation)
General Motors Corporation
Hamilton Precision Metals, Inc.
Hamilton Watch Company
Handy & Harman Tube Company
Hercules Incorporated (for Electronic
Display Systems, Inc. A/K/A
Hercules Aerospace Display
Systems, Inc. and B.F. Goodrich
Aerospace Display Systems, Inc.)
LaFrance Corp.
Lucent Technologies Inc. for itself and on
behalf of its predecessor AT&T
(Western Electric)
Moore Products Co.
NW Controls, Inc.
Plymouth Tube Company
Reilly Plating Co., Inc.
Rex Heat Treat - Lansdale, Inc. (J.W. Rex
Company)
Sunroc Corporation
Syntex (U.S.A.), Inc.
(Star Dental Corporation; A.S.
Koch Corp.; Syntex Dental
Products)

Unisys Corporation
(for Burroughs Corporation)
VIZ Liquidation Trust
(Viz Manufacturing)

EXHIBIT “C”

POTENTIALLY RESPONSIBLE PARTY AGREEMENT

This Potentially Responsible Party Agreement ("Agreement") is made and entered into by and between the parties identified on the schedule attached hereto as part of **Exhibit "A"** (the "Parties").

RECITALS

A. On September 8, 1983, the United States Environmental Protection Agency ("EPA") issued a final rule pursuant to its powers under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601-9675 which added the Malvern TCE Superfund Site, also known as the Chemcene Site (the "Site") to the National Priorities List ("NPL").

B. In November 1996, EPA advised the Parties that based on documents received from the Chemcene Corporation, it believed them to be potentially responsible parties ("PRPs") under CERCLA for the environmental conditions at the Site (the "General Notice Letter"), and encouraged the Parties voluntarily to perform or to finance the response activities that would be identified by EPA in a Record of Decision ("ROD") for the Site.

C. EPA released its Remedial Investigation/Feasibility Study ("RI/FS") for the Site in June 1997. The Proposed Plan for the Site was released in July 1997. Thereafter, certain of the Parties established the Malvern Site Study Group ("Study Group") which retained a consultant to review the RI/FS and the Proposed Plan so that the Study Group could submit comments on EPA's Proposed Plan for the Site. Said Comments were submitted in early September 1997.

D. EPA issued the ROD for the Site on November 27, 1997.

E. In May 1998 EPA issued Special Notice letters inviting the recipients to enter into good faith negotiations to fund and perform the ROD for the Site. EPA sent other letters to PRPs at the Site that it considers to be de minimis parties eligible for a settlement pursuant to Section 122 of CERCLA ("De Minimis Letters").

F. The Parties either received Special Notice Letters or De Minimis Letters, but will not participate in a settlement under Section 122 of CERCLA, and understand that failing to enter into good faith negotiations with EPA could lead to EPA taking further action in pursuit of parties to pay for the cleanup at the Site, possibly including but not limited to, the issuance of Unilateral Orders under Section 106 of CERCLA, and the commencing of an action in federal district court.

G. Without admitting any fact, responsibility, fault, liability or potential liability with respect to the Site, the Parties wish to create a framework for pursuing their mutual interests, including but not limited to, the creation of the Chemcene Site Defense Group (the "Group") to consider options for a joint response to EPA's Special Notice Letters and De Minimis Letters.

H. The Parties mutually intend the activities undertaken in furtherance of this Agreement to make it possible to conduct efficiently a defense in any action or enforcement proceeding, and to establish the foundation for an amicable settlement among all or some of the Parties, EPA, and any other parties that may be involved in the future regarding any liability with respect to the Site.

ARTICLE I

PARTIES; MEMBERSHIP OF GROUP

1.1. Initial Membership of Group; Name. The Parties are the initial members of the Group. The Parties and any additional entities that join the Group shall be referred to as "Members". The Members hereby organize and constitute themselves as the "Chemclene Site Defense Group". Each party whose authorized representative has executed this Agreement is a Member of the Group. The Members agree and shall cooperate with each other to effectuate the purposes of this Agreement.

1.2. Additional Members of the Group. Additional entities ("Additional Members") may be added to the Group provided those entities agree to the provisions of this Agreement in writing, pay their full share of past costs incurred pursuant to Article II, pay any late joining fee that the Group may determine, and receives Group approval pursuant to the decision making provisions of Article V hereof.

1.3. Resignation; Removal.

- (a) Any Member may resign from the Group upon receipt by Liaison Counsel of written notice from such Member.
- (b) Upon the occurrence of an Event of Default, as defined under Paragraph 8.1 hereof, the defaulting Member may be removed from the Group pursuant to the decision making procedures of Article V hereof.
- (c) If any Member's interests or actions are regarded as contrary to the interests of the other Members, such Member may be removed from the Group pursuant to the decision making procedures of Article V hereof.

- (d) Any Member who resigns or is removed from the Group: (i) shall continue to be bound by the confidentiality provisions of this Agreement as provided in Article VI hereof, and (ii) shall be entitled to receive a final accounting of its share of costs incurred as specified under Paragraph 2.7 below. In the event that the Member fails to pay any assessment due under this Agreement, such Member shall pay all collection costs incurred by the Group in obtaining payment, including the groups' attorneys fees and all litigation expenses.
- (e) Any member who resigns or is removed from the Group, and who fails to pay its entire share of Shared Costs as set forth in Paragraph 2.7 below, (i) shall not be entitled to protection for claims from contribution as might otherwise be available pursuant to Section 113(f)(2) of CERCLA or any Pennsylvania equivalent, and (ii) specifically waives any rights it may have to invoke such protection, including but not limited to rights that arise, subsequent to execution of this Agreement, under a judicial or administrative settlement with the United States, EPA, and/or the Commonwealth of Pennsylvania.

1.4 Effect of Negotiation of a Consent Decree.

If the Group negotiates a Consent Decree, then each Member shall decide within one week of the Consent Decree being offered by the United States whether it will:

- (a) participate as a Settling Performing Defendant; or
- (b) participate as a Settling Partial Cash-Out Defendant, or

(c) not participate and be removed from the Group.

If a Member decides to participate, it will enter into the Cash-Out Agreement as either an Offeror-Settling Performing Defendant or an Offeree-Settling Partial Cash-Out Defendant. Excepting any Offeree-Settling Partial Cashout Defendant that has fully performed its obligations under the Cash-Out Agreement, and has not Terminated that Agreement as defined therein, any Member that resigns or is removed from the Group more than one week after the Consent Decree is offered by the United States: (i) shall not be entitled to protection for claims from contribution as might otherwise be available pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or Section 705(c)(2) of HSCA, 35 Pa. Stat. Ann. § 6020.705(c)(2), and (ii) hereby specifically waives any rights it may have to invoke such protection, and agrees not to raise any defense based upon any judicial or administrative settlement with the United States, EPA, and/or the Commonwealth of Pennsylvania and Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or Section 705(c)(2) of HSCA, 35 Pa. Stat. Ann. § 6020.705(c)(2), in any action for contribution or other relief arising out of the Site brought by any other Member.

ARTICLE II

INITIAL COMMITTEES; PAYMENT OF COSTS; GROUP TRUST ACCOUNT

2.1 Finance Committee. The Members shall establish a Finance Committee to manage the finances of the Group, including but not limited to approving and paying invoices for Authorized Work under Article IV and Liaison Counsel invoices pursuant to Article III. Membership in the Finance Committee shall be open to any Member who expresses a willingness to make its representative reasonably available to participate actively in the functions

of the Finance Committee. Members of the Finance Committee shall serve without compensation from the Group.

2.2 Steering Committee. The Members shall establish a Steering Committee to administer the operations of the Group, including but not limited to enforcing this Agreement and developing procedures for: (i) assessments for Group activities under Article IV hereof, and (ii) decision making under Article V hereof. Membership in the Steering Committee shall be open to any Member who expresses a willingness to make its representative reasonably available to participate actively in the functions of the Steering Committee. Members of the Steering Committee shall serve without compensation from the Group.

2.3. Division of Costs. Except for Shared Costs that are "Allocation Process Costs," until a final allocation is reached, the Members shall bear all Shared Costs, as defined in section 2.4 below, pursuant to the Member's share of costs as set forth in the Interim Allocation on Exhibit E hereto; provided however, notwithstanding any final allocation, that Members shall not be reimbursed or credited for any costs when new Members are added to the Group. The Members shall bear "Allocation Process Costs" on a per capita basis. Notwithstanding a Member's voting power on Exhibit E, the voting power on a motion to change the Interim Allocation on Exhibit E shall be per capita, except if otherwise agreed in the process of a final allocation. For purposes of Interim Allocation: (a) in the event a new Member joins the Group and is listed on the EPA November 1998 Volumetric Ranking Summary ("VRS"), the new Member's share shall be established and the then existing Members' shares shall be adjusted using the formula applied to develop the Interim Allocation (attached hereto as part of Exhibit E); and (b) in the event a new Member not listed on the VRS, or in the event a Member withdraws

from the Group, the Members' shares shall be developed and/or adjusted on a case-by-case basis.

The Steering Committee or other committee authorized by the Group may recommend methods of fairly allocating costs incurred by the Group in furtherance of this Agreement.

2.4. Shared Costs. "Shared Costs" shall mean the costs for work under Section 3.2 or for costs specified under section 8.14, the costs of Authorized Work (including "Allocation Process Costs"), and the following necessary, out-of-pocket expenses and costs incurred on behalf of the Group pursuant to this Agreement, without any markup: expenditures for meals during meetings, telephone, facsimile, mailing (overnight and regular), copying costs, document repository costs, and any other costs authorized by the Group, but shall not include travel expenditures. "Allocation Process Costs" shall mean all costs associated with retaining any person to facilitate the process for performing the final allocation of costs among Members. *Provided that* "Allocation Process Costs" shall not include costs associated with retaining investigators, allocators, mediators or other persons retained by the Group (i) to identify new PRPs; (ii) to identify additional non-Member wastes disposed of at the Site; (iii) as part of or to facilitate any allocation between Members and non-Members; (iv) to pursue contribution from non-Members; or (v) to pursue costs owed to the Group by Members or non-Members. *Provided further that* no Member or Member's representative may be retained by the Group to perform services, the costs of which qualify as "Allocation Process Costs," unless the Member or Member's representative, in advance of performing such services, is expressly authorized by the Group to perform such services as designated "Allocation Process Services." *Provided further that* Liaison Counsel may not undertake any "Allocation Process Services."

2.5 Member Costs. Except as specifically provided herein, each Member shall bear its own fees and expenses incurred incident to the preparation, negotiation, execution and performance of this Agreement, and any and all agreements with other entities or individuals. Further, Members shall pay all fees and expenses of counsel that they have retained in connection with the Site.

2.6. Final Allocation and Reallocation of Shared Costs.

(a) Final Allocation. Neither the initial allocation nor any Interim Allocation of Shared Costs hereunder is intended to set the final allocation of Shared Costs hereunder. Except for Allocation Process Costs, the final allocation of Shared Costs will be established during the final allocation process to be adopted by the parties to this Agreement. Such final allocation process shall be independent of any allocation theory that may be advocated on behalf of the Group in any forum, including but not limited to any contribution action by the Group to recover costs of response and other damages from any party potentially responsible under CERCLA for contamination at the Site. For example, in a contribution action the Group may offer expert testimony that the harm at the FDA is divisible from the harm at the MPA. Such position in the litigation shall not preclude a final allocation in which the FDA and MPA are not viewed as being divisible.

(b) Reallocation of Shared Costs at Final Allocation. Except for Allocation Process Costs, costs allocated under this Agreement on an interim basis shall be reallocated in accordance with a final allocation of Shared Costs decided by the Members in accordance with the decision making provisions of Section V hereof. Members shall bear Allocation Process Costs on a per capita basis and such costs shall not be subject to reallocation in any final allocation. The

Members covenant with one another that they will produce to the Steering Committee such non-privileged allocation-related documentation as it may request.

2.7. Payment of Costs Upon Resignation or Removal. Any Member who resigns or is removed from the Group pursuant to Paragraph 1.3 hereof, shall be obligated to pay its entire share of any Shared Costs incurred, authorized or contracted for by the Group prior to the Member's resignation or removal. Liaison Counsel shall render an accounting to the Group, and to the resigning/removed Member, no later than sixty (60) days after that Member's resignation/removal. Payment shall be due: (a) by the resigning/removed Member to the Group; or, (b) from the Group to the resigning/removed Member in accordance with the accounting, and payment shall be made by the resigning/removed Member, or to the resigning/removed Member, no later than thirty (30) days from the date of the accounting. Any unpaid balances shall accrue interest after said thirtieth (30th) day at the higher of an annual rate of twelve percent (12%) (one percent per month), or the prime rate (determined on the first day of the month) plus three percent (3%) per year, in either case compounded monthly from the due date.

2.8. No Obligation to Fund Other Activities. This Agreement shall not be construed so as to impose upon any Member any obligation to undertake or fund any activity other than in accordance with the provisions of this Agreement.

2.9. Group Trust Account; Assessments; Payment of Costs.

- (a) In accordance with the provisions set forth in **Exhibit "B"**, the Group shall establish a Group Trust Account for the purpose of holding the funds collected from assessments needed to further the purposes of this Agreement, or which otherwise may be obtained by the Group.

- (b) (i) Except for Members who were members in good standing of the Malvern Site Study Group who shall promptly remit \$5,500.00 to the Finance Committee, each Member shall promptly remit \$7,000.00 to the Finance Committee as an initial assessment to cover Shared Costs associated with the furtherance of this Agreement; (ii) the Finance Committee shall deposit the remittances into the Group Trust Account; and, (iii) the Finance Committee shall provide an accounting when directed by the Group at any time during the performance of this Agreement and upon the termination of this Agreement. Based on the accounting at the termination of this Agreement, the Group shall direct Liaison Counsel to disburse to the Members any funds remaining in the Group Trust Account, with each Member receiving that fraction of the remaining funds in which the amount contributed by the Member is the numerator and the amount contributed by all Members is the denominator.
- (c) Upon formation, the Steering Committee promptly shall determine a formula for future allocations that considers, subject to reallocation under Section 2.6 hereof, tiering and other non-per capita approaches to financing future funding needs that will take into account the potential differences in Parties' alleged responsibility at the Site.
- (d) Assessments made under this Agreement shall be due forty-five (45) days after the date of the assessment with interest accruing at the higher of an annual rate of twelve percent (12%) (one percent per month), or the prime

rate (determined on the first day of the month) plus three percent (3%) per year, in either case compounded monthly from the due date.

ARTICLE III

LIAISON COUNSEL

3.1. General Responsibilities; Limitations.

- (a) Subject to the terms and conditions hereinafter set forth, the Members agree to retain Liaison Counsel in accordance with the terms set forth on the schedule attached hereto as **Exhibit "C"** to (i) to maintain a current list of Members, and a master copy of this Agreement, including the original signature pages of the Members, and a current version of **Exhibit "A"**, and (ii) to take any other action requested by the Members under this Agreement (collectively "Liaison Representation").
- (b) The Members agree that the services to be provided by Liaison Counsel pursuant to this Agreement shall not include advising, counseling, or representing any individual Member regarding issues adverse to any other Member; provided however, nothing herein shall preclude Liaison Counsel from advising, counseling, or representing any individual Member in connection with the Site pursuant to an independent agreement between such Member and Liaison Counsel.
- (c) Each Member agrees that: (i) it will not claim or assert, based solely on Liaison Counsel's past or present representation of a Member, that Liaison Counsel has a conflict of interest in performing Liaison Representation; (ii)

it will not claim or assert, based solely on Liaison Counsel's representation of the Group under the terms of this Agreement, that Liaison Counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of this Agreement; (iii) it will not claim or assert, based solely on Liaison Counsel's representation of the Group under the terms of this Agreement, that Liaison Counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of, or is in any way connected to the Site, or involves or could involve any facts or information obtained from the Member during the term of this Agreement; (iv) each Member consents to the continued performance of Liaison Representation in the event that a conflict develops in connection with such Representation; and (v) if a Member withdraws or is removed from the Group, or its representation by Liaison Counsel is in any way terminated, it will consent to the continuation of Liaison Representation.

- (d) Liaison Counsel may be removed by a two-thirds majority of the voting power of the Members in accordance with the decision making provisions of Article V hereof.

3.2. Fees and Expenses. Liaison Counsel Fees and Expenses shall mean all counsel fees and expenses incurred in the joint representation of the Members authorized by Section 3.1 and consistent with Section 2.4 hereof, except such counsel fees and expenses any Member is solely responsible for paying pursuant to Paragraph 3.3(b) below.

3.3. Allocation of Fees and Expenses.

- (a) Liaison Counsel Representation shall be deemed to be Authorized Work payable by the Finance Committee from assessments pursuant to the provisions of section 4.3 hereof.
- (b) Each Member shall pay any and all fees and expenses of counsel that it has retained or hereinafter retains individually with respect to the Site.

3.4. Reports to Group.

Liaison Counsel shall report in writing its actions and recommendations to the Group from time to time as may be necessary to keep the Group fully informed of matters covered by this Agreement, and shall call periodic meetings of the Group and refer to such meetings for a vote any matters which, in the judgment of Liaison Counsel, should be so referred.

ARTICLE IV

PERFORMANCE OF AUTHORIZED WORK

4.1. Authorized Work.

- (a) With the exception of services related to bringing actions for cost recovery and/or contribution pursuant to CERCLA sections 107 and 113, state law equivalents, and/or common law, Authorized Work under this Agreement shall consist of any work that the Steering Committee proposes and the Group concludes will further the objectives of this Agreement.
- (b) Proposed work shall be Authorized Work only if approved by a two-thirds majority of the voting power of the Members present in person, on the telephone, or by proxy at a meeting. Written requests for approval ("Request") in a form set forth in **Exhibit "D"** ("Request Form") shall be sent to the Members by Liaison Counsel. The Members shall approve or disapprove any Requests by returning the Request Form to Liaison Counsel by facsimile or hand delivery within five business days of the receipt of a Request. Any Member who fails to respond to the Request shall be deemed to have approved the Request.
- (c) Authorized Work shall include Liaison Representation, and may also include services provided by any Member and counsel or consultants retained by any Member. In the event that counsel to any individual Member performs Authorized Work, each Member agrees that: (i) it will not claim or assert, based solely on counsel's past or present representation

of a Member, that counsel has a conflict of interest in performing Authorized Work; (ii) it will not claim or assert, based solely on counsel's performance of Authorized Work, that counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of this Agreement; (iii) it will not claim or assert, based solely on counsel's performance of Authorized Work, that counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of, or is in any way connected to the Site, or involves or could involve any facts or information obtained from the Member during the term of this Agreement; (iv) each Member consents to the continued performance of Authorized Work by counsel in the event that a conflict develops in connection with such Authorized Work; and (v) if a Member withdraws or is removed from the Group, or its representation by counsel performing Authorized Work is in any way terminated, it will consent to the continuation of the Authorized Work.

4.2. Consistency with National Contingency Plan. Where appropriate, all Authorized Work shall be conducted in such a manner as to be consistent with the National Contingency Plan ("NCP"), 40 C.F.R. at § 300.1-300.920, and any Pennsylvania equivalent.

4.3. Invoices For Authorized Work. All payments to individuals, including Members or other entities for Authorized Work, shall be made from the Group Trust Account. Invoices for services rendered shall be submitted to Liaison Counsel. The Finance Committee shall approve

and pay the invoices from funds on balance in the Group Trust Account. The Group shall insure that assessments are sufficient to cover expenses.

ARTICLE V

DECISION MAKING; DISPUTE RESOLUTION

5.1. Decision Making.

- (a) Except as otherwise provided herein, the Members shall act by and through the Group by means of action to be undertaken pursuant to this Agreement and in accordance with the decision making requirements set forth under this Article V of this Agreement. The Members may authorize or direct actions under this Agreement only at meetings duly held and called for such purpose, which meetings shall be called regularly by Liaison Counsel. Meetings of the Group may be called for any purpose at any time by any three or more Members of the Group, and any Member may refer a matter to the Group. Meetings may be held by telephone conference. Whenever feasible, written notice of the time, place and purpose of any meeting of the Group shall be given to each Member entitled to vote at such meeting at least five (5) days and not more than thirty (30) days before the date of such meeting either personally or by mail or by other means of written communication, charges prepaid, addressed to each Member at the address appearing on the service list maintained by the Liaison Counsel. In the event a meeting is called on less than five (5) days written notice, the Members calling the meeting shall make a reasonable effort to provide

notice in fact to every Member. The Group shall authorize action to be undertaken pursuant to this Agreement in accordance with the voting requirements set forth herein. Decisions shall be made collectively by each Member's designated representative.

- (b) Any matter under this Agreement may be referred to a meeting of the Group, and any matter may be determined by a vote of the Members of the Group, as set forth below. Except as otherwise set forth herein, all decisions of the Group shall be by a two-thirds majority of the voting power of the Members present in person, on the telephone, or by proxy at the meeting. Until such time as a final allocation is adopted by the Group, a Member's voting power shall be that percentage of the total votes of all Members in good standing that corresponds to that Member's share of costs determined in accordance with this Agreement and as set forth as Exhibit E hereto ("Interim Allocation"), except that voting power will continue to be per capita for decisions determining the process for final allocation. Except as may otherwise be provided herein, to be eligible to exercise its voting power on any matter, a Member must have paid, prior to the meeting in which the vote is taken, the total amount of any assessment under this Agreement. The Finance Committee shall indicate which Members are ineligible to vote due to failure to pay the total amount of any assessment then due and owing.

- (c) The Members' representatives shall be as set forth on the schedule attached hereto as part of **Exhibit "A"**. The Parties and any additional Members of the Group may designate new representatives by giving notice in writing to all other Members hereunder.
- (d) Quorum. Thirty percent (30%) of the voting power of the Group shall be represented in person, by telephone, or by proxy at any Group meeting, except that a quorum of seventy-five percent (75%) of the voting power of the Group shall be required for the following decisions: removal of a Member; division or reallocation of costs; determination of default under section 8.1; or removal of a Member under section 1.3.

5.2. Dispute Resolution. Any dispute between the Members arising under this Agreement ("Dispute") shall be resolved as follows:

- (a) The Members shall in good faith attempt amicably to resolve through consultation and negotiation any Dispute among themselves arising from or related to performance of this Agreement.
- (b) In the event of a Dispute between the Members which appears not to be resolvable through consultation and negotiation, any Member may invoke the Dispute Resolution Procedures of this Paragraph 5.2 by filing written notice to the other Members of such invocation.
- (c) In the first instance, all disputes among the Members shall be presented to a mutually agreed upon entity or individual, for facilitation of informal

dispute resolution. The costs of these services shall be paid as if they were Authorized Work.

- (d) In the event that resort to the procedures set forth in this Paragraph 5.2 is unsuccessful in resolving any given dispute between the Members, any Member may seek any available relief from an appropriate Court of Law. In the event of such resort to the use of a Court of Law, each member shall bear its own attorneys' fees and costs.

ARTICLE VI

CONFIDENTIALITY

6.1. Confidentiality of Communications. Except as provided hereunder, the Members agree to keep confidential and not to disclose to any third party, any communications among the Members, including allocation-related documentation, any written or oral communications among the Parties from March 1, 1997 onward, and any technical data or reports collected or generated by any individual pursuant to the conduct of Authorized Work ("Confidential Information"). The Members further agree that the disclosure of any Confidential Information shall constitute irreparable harm for which damages will be inadequate, and specifically consent to the entry of injunctive relief prohibiting such disclosure, without the requirement that any bond be posted.

6.2. Sharing of Confidential Information. The Members hereby agree to share all Confidential Information with one another. The Members further agree that, given their joint interests, sharing of any Confidential Information obtained by any Member pursuant to this Agreement, will not defeat any attorney-client privilege or work product claim, in the event any

non-Member seeks such Confidential Information in any context, or any Member engages in any subsequent litigation. Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person.

6.3. Protection of Confidential Information. The Group expects that the Confidential Information gathered in the course of the conduct of this Agreement may include material beyond the scope of permissible discovery and may be inadmissible at trial. The Members hereby agree that any Confidential Information obtained pursuant to this Agreement, shall (a) constitute compromise negotiations within the meaning of Federal Rules of Evidence 408 and applicable Pennsylvania precedents (b) be protected by the work-product doctrine and (c) be privileged pursuant to the joint defense privilege. Any costs incurred in connection with defending the joint defense privilege shall be deemed Authorized Work.

6.4. Disclosure of Confidential Information. The Members hereby agree that Confidential Information may be disclosed to third parties:

- (a) When legally required or required to enforce the provisions of this Agreement; provided, however, that when a Member determines that disclosure of such information may be required, the Member will promptly provide notice in writing to the other Members at least five (5) business days prior to such disclosure. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information

by a Member, where the information will be unprotected by confidentiality obligations, the Member may satisfy its confidentiality obligations hereunder by notifying the Member that generated the information and by giving such Member an opportunity to protect the confidentiality of the information or, if the information was generated by common counsel or a technical consultant, by giving notice to common counsel;

- (b) When by a two-thirds majority of the voting power of the Members present in person, on the telephone, or by proxy the Members of the Group agree to such disclosure;
- (c) When, after providing thirty (30) days notice to the Group, the information is required to be provided to an insurer.
- (d) Nothing herein shall prevent any Member from disclosing any publically available information, any information of which it was the source, or reports prepared therefrom as long as any associated Confidential Information supplied by any non-consenting Member has been redacted, or any information of which any third party is the original source if the third party has consented.

6.5. Effect of Resignation or Removal. Resignation or removal of any Member from the Group shall not affect the Member's ability to retain, or its obligations to protect, Confidential Information. If any Member resigns or is removed, the former Member shall not claim any conflict of interest in, or object to, the continued provision of assistance by any consultant, contractor or attorney retained by the Group, either directly or through Liaison Counsel. The

Members intend by this Article to protect from disclosure all information and documents shared among any Members or between any Member and any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked "Confidential".

ARTICLE VII
NO WAIVER OR ADMISSION

Statements, provisions, terms and recitals contained herein are binding only between the Members to, and for the purposes contemplated by this Agreement. The Members understand and agree that any statements, provisions, terms and recitals contained herein and communications among the Members hereunder shall not, for any purposes whatsoever, constitute an admission or admissions. The Members reserve the right to contest any statements, provisions, terms and recitals contained herein or made pursuant hereto in any claims, actions, causes or action, controversies or disputes arising other than pursuant to this Agreement. The Members further agree that the allocation of costs hereunder shall not be deemed to represent any view, determination or admission with respect to the ultimate responsibility for any costs of response and/or remediation related to the Site.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1. Default. It is expressly understood that, in the event of a default by any Member, that Member may be removed from the Group pursuant to the provisions of Paragraph 1.3, and the other Members may perform the activities required by the Agreement without prejudice to any rights or remedies available to said Members against the defaulting Member or Members. Events of Default shall include, but not be limited to, the failure to pay any costs within forty-five

(45) days of the date when due, and the disclosure of Confidential Information. Events of Default shall be determined by the Group by a two thirds majority of the voting power of the Members present in person, on the telephone, or by proxy at the meeting. Parties in default shall not be permitted to vote on any matter placed before the Group for determination.

8.2. Rights Reserved. The Members expressly acknowledge and affirm their rights, jointly or individually, to commence an action against any person or entity not a Member of the Group to recover all or a portion of the costs and expenses incurred jointly or individually by the Members hereunder. The Members also expressly acknowledge and affirm their rights, jointly or individually, to commence any action or assert any defense or file any claim against any other Member in the event that any administrative action is brought or in any judicial proceeding.

8.3. Effective Date. This Agreement shall become effective upon execution by ten Parties, and shall terminate upon the first occurring of either (a) the completion of the activities required by this Agreement; or (b) the written agreement of two thirds of the Members.

8.4. Notices. Any notices given by any Member to the Group hereunder, for any reason hereunder, shall be in writing and shall be deemed to have been given when delivered personally or when otherwise received at its designated address set forth on the list that is contained within **Exhibit "A"**, or at such other address as a Member shall hereafter furnish by notice to all the Members under this subparagraph.

8.5. Amendment. This Agreement may not be amended except by two-thirds majority of the voting power of the Members present in person, on the telephone, or by proxy; provided that voting power will be per capita with respect to amendments to sections 2.3, 2.4, 2.6, and 5.1(b), and 2.3 and this section. If a two-thirds majority of the voting power of the Members is

not obtained in a meeting, the votes at the meeting shall be counted toward the necessary two-thirds majority of the voting power determined from responses to written requests for approval ("Request") which shall be sent to the Members by Liaison Counsel in the form set forth in **Exhibit "D"** ("Request Form"). The Members shall approve or disapprove any Requests by returning the Request Form or otherwise communicating a response to Liaison Counsel by e-mail message, facsimile or hand delivery within five business days of the receipt of a Request. Any Member who fails to respond to the Request shall be deemed to have approved the Request.

8.6. Assignment. This Agreement shall be binding upon and inure to the benefit of the Members and their representative successors and assigns. No assignment of this Agreement shall be made without the unanimous consent of the Members of the Group.

8.7. Construction. No rule of strict construction shall be applied with respect to this Agreement against any Member. Whenever possible, each provision hereof will be interpreted in such manner as to be effective and valid under applicable law but if any provision hereof is held to be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or remaining provisions hereof.

8.8. No Partnership. The relationship between the Members is that of independent contractors and not one of partnership or otherwise whatsoever.

8.9. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

8.10. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument, and which shall be attached to this Agreement under **Exhibit "A"**.

8.11. Insurance. The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers and, by entering into this Agreement, anticipate that the actions taken pursuant to this Agreement will benefit such insurers. If any insurer makes any claims that any aspect of this Agreement provides a basis for rejection or limitation of coverage of a Member, the Group will attempt, consistent with the objectives of this Agreement, to return any Member subject to such claim to a position that is satisfactory to such insurers.

8.12. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the prior written consent of the Group.

8.13. Relationship of Members. No Member, or representative or counsel for any Member, has acted as counsel for any other Member with respect to such Member entering into this Agreement, except as expressly engaged by such Member with respect to this Agreement, and each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement.

8.14. Indemnification. No Member or its representative(s) serving on any Committee or subcommittee shall be liable to any Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or decisions taken or made hereunder. Each Member agrees to indemnify, defend and hold harmless any Member and

its representative(s) from and against any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment (collectively "liability") which in any way relates to the good-faith performance of any duties under this Agreement by any Member or its representative(s) on behalf of any Committee, subcommittee or the Group, including, but not limited to, any liability arising from any contract or agreement signed by the Member or its representative(s) at the request of the Group. This indemnification shall not apply to any liability arising from a criminal proceeding where the Member or its representative(s) had reasonable cause to believe that the conduct in question was unlawful. Payments under this section shall be a Shared Cost in accordance with Section 2.4 hereof, and shall be allocated among each Member (including the member to be indemnified and held harmless) that (1) was a Member at the time that the action was taken that gives rise to this indemnification or (2) subsequently joins the Group. The terms of this Section shall survive the termination of the Agreement and the withdrawal or removal of any Member; provided however, that any Member who withdraws from the Group prior to the date of the action that gives rise to the indemnification described in this section shall not be liable for a share of any indemnification required.

8.15. Separability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

8.16. Entire Agreement. This Agreement constitutes the entire understanding of the Members with respect to its subject matter.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: _____ Member Name: _____

By: _____

(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Exhibit A

Schedule Of Parties Who Have Entered Into This PRP Agreement And Are Currently Members

Parties As Shown On The VRS Dated April 27, 1998 Are Shown In Parentheses

Current As Of: June 9, 2008

Action Manufacturing Company	LaFrance Corp.
Alcoa, Inc. fka Aluminum Company of America	Lucent Technologies Inc. (Western Electric)
Armstrong World Industries, Inc. (Armstrong Cork Company)	Moore Products Co.
Fischer & Porter Company (Fisher & Porter Co./Andrews Glass Company, Inc.)	Plymouth Tube Company
Barker Pipe Fittings Co. (Penflex, Inc.)	Reilly Plating Co., Inc.
Beckett Corporation	Rex Heat Treat - Lansdale, Inc. (J.W. Rex Company)
Bulova Technologies LLC (Hamilton Technology, Inc.)	Syntex (U.S.A.), Inc. (Syntex Grouping/A. S. Koch)
General Electric Company (RCA Corporation)	Sunroc Corporation
General Motors Corporation	Tyco Electronics Corp. (Amp Corp., Contamination Control, Inc., Malco)
Hamilton Precision Metals	Unisys Corporation (Burroughs Corporation/Sperry Corporation)
Hamilton Watch Co.	VIZ Liquidation Trust
Handy & Harman Tube Company	
Hercules Incorporated (Electronic Display Systems/Hercules)	

Exhibit B
Establishment of Group Escrow Account

B.1. Pursuant to section 2.9 of the Agreement, the Members authorize Liaison Counsel to establish a separate escrow account in which assessments under the Agreement will be deposited. Liaison Counsel may utilize his or her firm's escrow account for this purpose. Any funds paid into the escrow account shall be segregated.

B.2. Liaison Counsel shall make deposits to and disbursements from the Group Escrow Account only upon authorization from the Finance Committee.

B.3. Liaison Counsel shall hold the funds in the Group Escrow Account on behalf of the Members, in accordance with the terms and provisions of the Agreement, for the payment of fees authorized by the Agreement.

B.4. Liaison Counsel shall terminate the Group Escrow Agreement upon receipt of notice from the Finance Committee, and disburse the funds in accordance with any instructions received from the Finance Committee.

B.5. Liaison Counsel shall maintain records of the Group Escrow Account, and shall maintain records of the contributions received from each Member.

Exhibit C

Liaison Counsel

C.1 Compensable and Noncompensable Events

- C.1.1 Liaison Counsel shall be compensated under this Agreement for specific tasks he/she performs to meet the obligations imposed on Liaison Counsel by any Case Management and/or Scheduling Order, and/or by the Group.
- C.1.2 Liaison Counsel shall not be compensated under this Agreement for performing any substantive work beyond that required of Liaison Counsel by any Case Management and/or Scheduling Order unless such work shall have been authorized in advance by the Members of the Group pursuant to this Agreement.
- C.1.3 Liaison Counsel shall not be compensated under this Agreement for attendance at meetings of the Group.
- C.1.4 It is assumed that there will be only one individual who will serve at any time as Liaison Counsel. If there is more than one individual performing the tasks assigned to Liaison Counsel, no more than one individual shall be compensated under this Agreement for performing any particular task. For example, if appearance at Court is otherwise a compensable event under this Agreement and Liaison Counsel appears through both a senior member of the firm and a junior member of the firm, only the time of one of the two attorneys so attending shall be compensable.

C.2 Billing Practices

- C.2.1 Liaison Counsel shall bill monthly for the services he/she has performed and the costs incurred. The bills so rendered shall include a detailed description of the tasks performed by Liaison Counsel during the month and the time expended on each such task.
- C.2.2 Liaison Counsel shall bill for his/her time at the rate charged by his/her firm for the performance of work of the type being performed under this Agreement by Liaison Counsel.
- C.2.3 Liaison Counsel shall submit his/her bill to the Finance Committee as described in paragraph 2.1 of this Agreement who shall review Liaison

Counsel's bill for conformance with this Agreement and for the reasonableness of the time expended on the various tasks that Liaison Counsel has included in the bill. Upon satisfying themselves that the bill, as submitted or as revised, meets the requirements of the preceding sentence, the members of the Finance Committee shall, in writing, direct that the bill be paid.

Exhibit D
Request Form

The Steering Committee of the Chemclene Site Defense Group proposes the following Authorized Work to be conducted:

(DESCRIPTION OF THE PROPOSED AUTHORIZED WORK)

_____ with _____ votes:
(Name of Member)

Approves ☐

Disapproves ☐

Dated: _____

Exhibit E

Interim Allocation

Group Shares Based On Assessment For Shared Costs

Dated May 24, 2007

Lucent Technologies Inc.	17.13 %
Bulova Technologies Inc.	10.15 %
Syntex (USA), Inc.	8.02 %
Hamilton Watch Co.	7.43 %
VIZ Liquidation Trust	6.74 %
Fischer & Porter	6.53%
Plymouth Tube	4.66 %
Armstrong World Industries, Inc.	4.30%
Unisys Corporation	4.29 %
General Motors Corporation	4.25 %
Hamilton Precision Metals	3.88 %
Reilly Plating Co., Inc.	3.54 %
LaFrance Corp.	3.41%
Aluminum Company of America	2.26 %
Beckett Corporation	2.06 %
AMP Corporation (CC/Malco)	2.03 %
Handy & Harman Tube	1.88 %
Hercules	1.84 %
Action Manufacturing Company	1.81 %
General Electric Company	1.46 %
Barker Pipe Fittings Co.	1.03%
Rex Heat Treat	0.71 %
Moore Products Co., Inc.	0.60 %

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 7/21/98 Member Name: Hamilton Precision Metals

By: Melissa A. Manuel, Holleb & Coff, Its Attorney
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Melissa A. Manuel
Holleb & Coff

Address: 55 East Monroe Street
Suite 4100
Chicago, Illinois 60603

Telephone: (312) 807-4600

Fax: (312) 807-3900

E-Mail: mmanuel@holleb-law.com

OCT. 2. 1998 5:23PM

HECKER BROWN



NO. 2142 P.P. 2/2

OCT-01-1998 16:23

SMITHSON INC

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: _____ Member Name: The Swatch Group (U.S.) Inc.

By:  Yann Samard - President  Joe Mella - Vice President
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Neal Gordon

Address: 1200 Harbor Blvd.
Weehawken, NJ 07087

Telephone: (201) 271-4663

Fax: (201) 271-4672

E-Mail: _____

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: Sept. 3, 1998 Member Name: Harvey & Harman Tube Company

By: Dail L. Kelly DIRECTOR - Corporate Environment, Health & Safety
(Name and Title) OFFICE.

Designated Representative for Receipt of Notice and Invoices:

Name: DAVID L. KELLY

Address: HARVEY & HARMAN
231 FERRIS AVENUE
EAST PROVIDENCE, R.I. 02916

Telephone: (401) 434-5445 X-325

Fax: (401) 438-6417

E-Mail: DKelly9103 @ AOL.COM.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 9/8/98 Member Name: Kim Manufacturing Co.

By: [Signature]
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Legros Law Partners

Address: Suite 275
1000 Westlakes Drive
Berwyn, PA 19312

Telephone: 610 640 7350

Fax: 610 640 7359

E-Mail: LEGROSLAW@AOL.COM

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: Aug 3, 1998 Member Name: LA FRANCE Corp.

By: Robert J. Helmig - Director / Corporate Controller
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Robert J. Helmig

Address: LA FRANCE Corp
ONE LA FRANCE Way
CONCORDVILLE PA 19331

Telephone: 610 - 361 - 4328

Fax: 610 - 361 - 4302

E-Mail: RHELMIG @ AOL.COM

AUG-13-1998 08:12AM FROM

(continued) Pg 90 of 118

83039711066 P.25

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8-26-98 Member Name: Thomas A. Vandenberg

By: THOMAS A. VANDENBERG, ASSISTANT GENERAL COUNSEL,
LOCKHEED MARTIN CORPORATION
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: THOMAS A. VANDENBERG

Address: LOCKHEED MARTIN CORPORATION
7921 SOUTHPARK PLAZA, SUITE 210
LITTLETON, CO 80120

Telephone: 303-971-9950

Fax: 303-971-1066

E-Mail: THOMAS.VANDENBERG@LMCO.COM

08/13/98 16:45 FAX 973 889 7313

LUCENT TECHNOLOGIES

001

To: Mark Stevens, Esq.

Fax: 215-732-3260

1 page

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8/13/98 Member Name: Lucent Technologies Inc.

By: Maria Karonis

(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: John J. Cutrone

Address: Lucent Technologies Inc. Room 25009
475 South Street
Morristown, NJ 07962-1976

Telephone: 973-606-2464

Fax: 973-889-7313

E-Mail: jcutrone@lucent.com

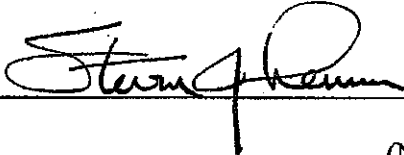
24

Original coming in the mail -

John C.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 31 July, 1998 Member Name: Plymouth Tube Company

By:  Steven J. Lemon, Attorney
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Steven J. Lemon

Address: JONES & LEMON
28 N. Bennett St.
Geneva, IL 60134-0805

Telephone: 630 208-0805

Fax: 630 208-4651

E-Mail: StevenL@JonesLemon.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: AUG. 3, 1998 Member Name: PORTER INSTRUMENT Co., Inc.

By: John J. Loughey Vice President
JOHN J. LOUGHEY (Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: JAY H. KARSCH, ESQUIRE

Address: EASTBURN and GRAY, P.C.

60 East Court Street, PO Box 1389

Doylestown, PA 18901-4350

Telephone: 215-345-7000

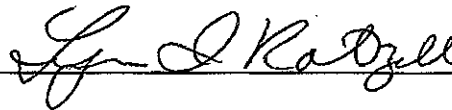
Fax: 215-345-9142

E-Mail: e-mail: eastburn_gray@compuserve.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 7/22/98 Member Name: PP&L, Inc.

By: Lynn I. Ratzell
Manager-Environmental
Management



(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Arundhati Khanwalkar

Address: PP&L, Inc.
Two North Ninth Street
Allentown, PA 18101

Telephone: 610/774-4452

Fax: 610/774-6726

E-Mail: akhanwalkar@papl.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 08/14/98 Member Name: Joseph Reilly

By:  President

(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Reilly Plating Co., Inc.

Address: 130 Alden Road

Nanticoke, Pa. 18634

Telephone: (717)-735-7777

Fax: (717)-735-7878

E-Mail: _____

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 9/2/98 Member Name: Moore Products Co.

By: R. E. Wassmuth, Secretary & Treasurer
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Andrew P. Foster, Esq.
Drinker Biddle & Reath, LLP

Address: 1345 Chestnut Street
Philadelphia, PA 19107

Telephone: (215) 988-2512

Fax: (215) 988-2757

E-Mail: fosterap@dbtr.com

SEP 08 '98 04:24PM ROCHE BIOSCIENCE

P.3

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 9/8/98 Member Name: Syntex (U.S.A.), Inc.

By: Mary S. Cohen
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Donald A. Fitzgerald

Address: 2075 W. 55th Street
Boulder, Colorado 80301

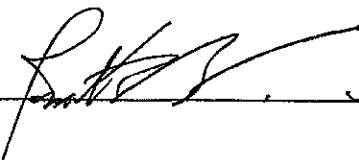
Telephone: (303) 938-6433

Fax: (303) 413-3395

E-Mail: don.fitzgerald@roche.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8/4/98 Member Name: THE MORNING CALL, INC.

By:  Jonathan E. Best, VP & CFO ✓
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Philip E. Kucera, Esq.

Address: The Times Mirror Company
2 Park Avenue

New York, NY 10016

Telephone: (212) 448-2925

Fax: (212) 448-2976

E-Mail: philip.kucera@tm.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 17 July 1998 Member Name: Unisys Corporation

By: Kevin D. Krueger
Kevin D. Krueger Director, Corporate Environmental Affairs
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Aria A. Klees, Esq.
Unisys Corporation
Office of the General Counsel

Address: Township Line and Union Meeting Roads
Blue Bell, PA 19424-0001
MS/C1SW19

Telephone: 215.986.5169

Fax: 215.986.3090

E-Mail: ariaaklees@unn.unisys.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

USG Interiors, Inc. on behalf of the former
Davey Products Co., Inc., Floor Systems, Inc.,

Dated: September, 1998 Member Name: Donn Corp. and itself

By: P. J. Vanderberg
P. J. Vanderberg, Executive Vice President for USG Interiors, Inc.
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Mr. Kim Hollaender or Ms. Virginia I. Yang
c/o Wilbraham, Lawler & Buba c/o USG Corporation

Address: 1818 Market Street - Suite 3100 125 South Franklin Street
Philadelphia, PA Chicago, IL
19103-3631 60606

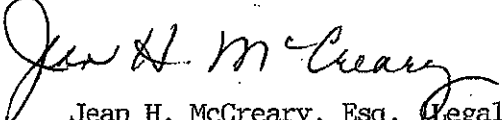
Telephone: 215/564-4141 312/606-3916

Fax: 215/564-4385 312/606-4208

E-Mail: _____

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8/12/98 Member Name: Vishay Resistive Systems

By:  Jean H. McCreary, Esq. (Legal Counsel) Nixon, Hargrave, Devans & Doyle LLP

(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Jean H. McCreary, Esq. and Donald M. Clark
Nixon, Hargrave, Devans & Doyle LLP Measurements Group

Address: PO Box 1051 951 Wendell Blvd.
Rochester, NY 14603 Wendell, NC 27591

Telephone: (716) 263-1611 (919) 365-3800

Fax: (716) 263-1600 (919) 365-3303

E-Mail: jmccreary@nhdd.com dmc@measurementsgroup.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: July 21, 1998 Member Name: VIZ Manufacturing Company

By: V. Scott Zelov V. Scott Zelov, President
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: V. Scott Zelov

Address: 335 VIZ Manufacturing Company

335 East Price Street

Philadelphia, PA 19144

Telephone: (215) 844-2626, extension 101

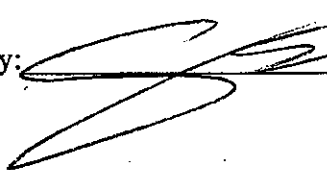
Fax: (215) 844-4410

E-Mail: vzelov@vizmfg.com

- Signature Page to July 9, 1998 -
Chemclore Site Defense Corp Agreement

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 7/15/98 Member Name: Bulova Technologies L.L.C.

By:  Craig Schnee Vice President
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Robin Thomas

Address: Bulova Technologies LLC
101 N. Queen St.
Lancaster, PA 17604

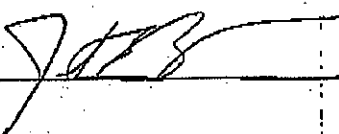
Telephone: (717) 299-2581 ext. 2607

Fax: (717) 397-8510

E-Mail: rthom@bulovatech.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 6/8/99 Member Name: THE MORNING CALL, Inc

By:  JONATHAN E. BEST VP & CFO
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: JAMES Imbriaco

Address: The Times Mirror Company
2 PARK AVENUE
New York, N.Y. 10016


Telephone: 212-448-2990

Fax: 212-448-2992

E-Mail: jimbriaco@tm.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: March 1, 1999 Member Name: Rex Heat Treat - Lansdale, Inc.
a.k.a. J. W. Rex Company

By:  John W. Rex, President

(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Michael K. Sweney

Address: Rex Heat Treat - Lansdale, Inc.
P. O. Box 270
Lansdale, PA 19446

Telephone: (215) 855-1131

Fax: (215) 855-2028

E-Mail: None

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: Aug. 12, 98 Member Name: Action Manufacturing Co.

By: ARTHUR J. MATTIA, President
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: RICHARD MCGUIRE

Address: ACTION MANUFACTURING COMPANY
100 EAST ERIE AVE.
PHILADELPHIA, PA 19134

Telephone: (215) 739-6400 EXT. 303

Fax: (215) 423-7749

E-Mail: AMATTIA@ACTION-MFG.COM

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: August 12, 1999 Member Name: Aluminum Company of America

By: Jeffrey J. Lettrich
Jeffrey J. Lettrich, Counsel
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Patricia A. Shaw, Esq.

LeBoeuf, Lamb, Greene & MacRae, L.L.P.

Address: 601 Grant St., 7th Floor
Pittsburgh, PA 15219

Telephone: (412) 594-2308

Fax: (412) 594-5237

E-Mail: pshaw@llgm.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

This agreement is signed on the condition that it will be amended or that an interpretation of Section 2.7 of the Agreement will be issued by the Steering Committee which provides a period of time for an opportunity to withdraw from the Group after any Shared Costs are authorized or contracted for by the Group.

Dated: _____ Member Name: Armstrong World Industries, Inc.

By: Harrison C. Goff, II, Senior Vice President Operations and Manufacturing

(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

COPY TO:

Name: Larry D. Silver, Esquire Douglas S. Brossman

Address: Duane, Morris & Heckscher Armstrong World Industries, Inc.

One Liberty Place P. O. Box 3001

Philadelphia, PA 19103-7396 Lancaster, PA 17604

Telephone: (215) 979-1825 (717) 396-2745

Fax: (215) 979-1020 (717) 396-2983

E-Mail: lsilver@duanemorris.com dsbrossman@armstrong.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 9-2-98 Member Name: NW Controls Inc
NW Controls, Inc.

By: Henry E Shontz Pres.
Henry Shontz, President
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: David C. Toomey

Address: Duane, Morris & Heckscher LLP

One Liberty Place

Philadelphia, PA 19103-7396


Telephone: (215) 979-1840

Fax: (215) 979-1020

E-Mail: toomey@duanemorris.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8/19/98 Member Name: Barker Pipe Fittings Co successor to Pentflex Inc

By:  Vice President
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Nathaniel S. Barker

Address: Pentflex Inc
271 Lancaster Ave
Frazer, PA 19355

Telephone: 610-644-7400

Fax: 610-647-4011

E-Mail: Nbarker@pentflex.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: July 15, 1998 Member Name: Aydin Corporation

By: Gene S. Schneyer
Gene S. Schneyer, Vice President, Secretary and General Counsel
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Gene S. Schneyer

Address: Aydin Corporation
700 Dresher Road
Horsham, PA 19044

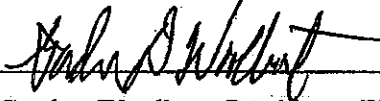
Telephone: 215-658-4543

Fax: 215-657-3830

E-Mail: gschneyer@aydin.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8/10/98 Member Name: Fischer & Porter Company

By: 
Gordon Woolbert, President - Fischer & Porter Company

Designated Representative for Receipt of Notice and Invoices:

Name: JAMES L. KOEWLER, JR.

Address: Kahn, Kleinman, Yanowitz & Arnson Co., L.P.A.
The Tower at Erieview, Suite 2600
1301 East Ninth Street
Cleveland, Ohio 44114-1824

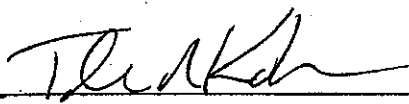
Telephone: (216) 736-3336 or (216) 696-3311, Ext. 336

Facsimile: (216) 696-1524 or (216) 696-1009

E-Mail: jkoewler@kkya.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 7-21-98 Member Name: BECKETT CORPORATION

By: THOMAS R. KAUFMANN 
EXECUTIVE VICE PRESIDENT
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: JOE MCGOVERN / CLARE DIEMER

OBERMAYER, REBMANN, MAXWELL + HIPPEL

Address: ONE PENN CENTER 19TH FLOOR

1617 JFK BOULEVARD

PHILADELPHIA, PA 19103

Telephone: (215) 665-3000

Fax: (215) 665-3165

E-Mail: _____

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 9/10/98 Member Name: The Cabot Grouping

By: Frank M. Thomas Jr. - counsel
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: FRANK M THOMAS JR

Address: MORGAN LEWIS & BUCKING
2000 ONE LOGAN SQ.
PHILA. PA. 19103

Telephone: 215.963.5730

Fax: 215.963.5299

E-Mail: THOM5730@MLB.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8-12-98 Member Name: CYPRUS POOTE MINERAL COMPANY
WITH MODIFICATION OF PARA. 2.7 AS SHOWN ON ATTACHED PAGE 6

By: [Signature] Director, Env. Aff.
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: PATRICK E. LEE

Address: c/o CYPRUS AMAX MINERALS COMPANY
9100 E. MINERAL CIR.
ENGLEWOOD, CO 80112

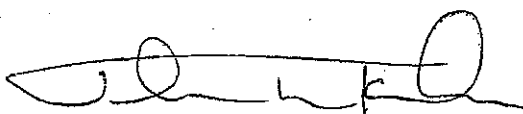
Telephone: 303.643.5652

Fax: 303.643.5988

E-Mail: pllee@cyprus.com

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 07/23/98 Member Name: Delbar Products Inc.

By: 
Thomas M. Karabinos, Executive Vice President/Finance
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name:	<u>Maria Matteo Thompson, Esq.</u>	<u>Craig Benfield</u>
	<u>Manta and Welge</u>	<u>Delbar Products Inc.</u>
	<u>2000 Market St., 6th Floor</u>	<u>601 W. Spruce St.</u>
	<u>Philadelphia, PA 19103</u>	<u>P.O. Box 801</u>
		<u>Perkasie, PA 18944-0801</u>

Address: _____

Telephone: 215-851-6624 215-453-2215

Fax: 215-851-6644 215-453-7561

E-Mail: _____

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 8/21/98 Member Name: General Electric Company as successor to RCA Corporation

By: David W. Thompson David W. Thompson, Manager
Mid-Atlantic/Southeast Region
Environmental Remediation Program
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Kirk R. Macfarlane, Counsel Mid-Atlantic/Southeast Region

Address: 640 Freedom Business Center - 2nd Floor
King of Prussia, PA 19406

Telephone: (610) 992-7976

Fax: (610) 992-7898

E-Mail: Kirk.Macfarlane@corporate.ge.com

Malvern TCE Site - PRP Agreement

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Dated: 7/27/98 Member Name: General Motors Corporation

By: Don A. Schiemann
Don A. Schiemann, Attorney
(Name and Title)

Designated Representative for Receipt of Notice and Invoices:

Name: Linda L. Bentley, Legal Assistant

Address: General Motors Corporation
3044 West Grand Blvd.
M.C. 482-112-149
Detroit, MI 48202

Telephone: 313-556-2183

Fax: 313-556-2199

E-Mail: LNUSGMB.TZSTFY@gmeds.com